

Standard Terms and Conditions

Bid Delivery Instructions for State Procurement:

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to the Office of State Procurement physical location.

Bids may be mailed through the U.S. Postal Service to the Office of State Procurement box at:

Office of State Procurement
PO Box 94095
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the bid at its physical location by the date and time specified on page one (1) of the Invitation to Bid.

Or bids may be delivered by hand or courier service to the Office of State Procurement physical location as follows:

Office of State Procurement
Claiborne Building, Suite 2-160
1201 North Third Street
Baton Rouge, LA 70802

Or bids may also be submitted online by accessing the link on page one (1) of the Invitation to Bid.

Bidder should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Note: Bidders who choose to respond to this bid online via the vendor portal are encouraged to not submit a written bid as well.

Bidders are hereby advised that due to the nature of the internet, the State of Louisiana cannot guarantee that access to the LaGov or LaPAC websites will be uninterrupted or that e-mails or other electronic transmissions will be sent to you or received by us. The Office of State Procurement is not responsible for any delays caused by the Bidder's choice to submit their bid

online. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

Publicizing awards: In accordance with L.A.C. 34:V.335, unsuccessful bidders will be notified of the award provided that they submit with their bid a self-addressed stamped envelope requesting this information.

****Attention****

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must register and enroll in the proper category in LaGov at the following website:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Enrollment in LaGov provides LaPAC email notification of bid opportunities based upon commodities that you select.

Calendar of Events:

Deadline to receive written inquiries: July 7, 2020

Deadline to answer written inquiries: July 14, 2020

Bid Opening Date and Time: July 21, 2020 @ 10:00 A.M. (Central Standard Time)

NOTE: The State of Louisiana reserves the right to revise this calendar. Revisions before the bid opening date and time, if any, will be formalized by the issuance of an addendum to this ITB.

Bidder Inquiries:

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries **MUST** be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid section. All inquiries must be received by the Inquiry Deadline date set forth in the Calendar of Events section of this bid. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Procurement
Attention: Kevin Rowell
P. O. Box 94095
Baton Rouge, LA 70804-9095

1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: kevin.rowell@la.gov

Phone: (225) 342-8017 / Fax: (225) 342-9756

Only the person identified above or their designee has the authority to officially respond to bidder's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC* website, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. It is the Bidder's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

*Note: LaPAC is the state's online electronic bid posting and notification system resident on State Procurement's website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the email notification, vendors must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Help scripts are available on the Office of State Procurement website under vendor center at:

<http://www.doa.la.gov/osp/vendorcenter/regnhelp/index.aspx>.

Terms and Conditions:

This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms, or other materials submitted with bid may cause bid to be rejected.

Contractor's License

Bids shall be accepted only from Contractors who are licensed under La. R.S. 37:2150-2163 for the classification(s) such as **Building Construction**. Work requiring mold remediation or asbestos removal or abatement must be performed by a contractor or subcontractor holding appropriate classification(s) for such work.

In accordance with La R.S 37:2163, anyone objecting to the classification must send a certified letter to both the Louisiana State Licensing Board for Contractors and the Office of State Procurement. The letter must be received no later than ten (10) working days prior to the day on which the bids are to be opened.

Vendor's Forms:

The purchase order is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.

Acceptance:

Unless otherwise specified, bids on this contract will be assumed to be firm for acceptance for a minimum of sixty (60) days. If accepted, prices must be firm for the specified contract period.

Price Reductions:

Whenever there is a reduction in price, which is lower than the contract price, offered to similarly situated customers contracting for the same period and under the same terms and conditions, said reduction must be presented directly to the Office of State Procurement. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

Late Fees

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

Invoices:

Invoices will be submitted by the contractor to the using agency and the invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the Contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form.

See **Attachment B – Specifications**, sections sixty-four (64) through seventy-two (72) and **Exhibit 8**, pages two (2) and three (3) for invoice and payment instructions when an insurance claim is involved.

Contract Revisions:

Requests for revisions to this contract must be addressed to the Office of State Procurement and shall refer to the contract item number with justification of the request. Distributor vendor changes, price reductions and justifiable item deletions may be considered during the contract period. New item additions may be considered only when the Office of State Procurement has determined additions will be of substantial benefit to the State and will justify the time, effort and cost required to make such addition.

Contractor must immediately notify the Office of State Procurement when any dealer on this contract is terminated, relocated or added. All orders placed with dealers prior to receipt of such notification by the Office of State Procurement must be honored. Revisions will become effective only upon approval by the Office of State Procurement. Bidder should include with bid a list of

all persons, in addition to the signer of the bid, who are authorized to request revisions to this contract.

Contractual Period:

The State of Louisiana intends to award all items for an initial period, not to exceed twelve (12) months. Delays in awarding, beyond the anticipated starting date, may result in a change in the contract period. If the situation occurs, an award may be made for less than twelve (12) months.

Renewals:

At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.

Orders:

All State agencies are to issue purchase orders for the items required, as and when needed. Political subdivisions of the State and Quasi Agencies who have been authorized to purchase from contracts made by the Office of State Procurement are to issue their regular purchase orders directly to the supplier, making reference to the contract and item number. A Project Agreement may apply, see **Exhibit 8** for sample agreement.

Right to Audit

The State Legislative auditor, federal auditors, and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

Contract Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1673.

Cooperative Purchase:

It is the intent of the Office of State Procurement (OSP) to accommodate cooperative purchasing in any contract awarded from this solicitation.

As described below, Political Subdivisions of the State, Quasi State Agencies, External Procurement Units, and Agencies of the United States Government are to be authorized (potential) users of the contract(s) resulting from this solicitation, subject to the pricing and terms set forth in the contract(s).

- Political Subdivisions of the State include, but are not limited to, parish governments, municipal governments, school districts, human service districts, local governments and public utilities.

- Quasi State Agencies include, but are not limited to, non-profit or for-profit organizations created by the State of Louisiana or any political subdivision or agency thereof, or any special district or authority, or unit of local government, to perform a public purpose.
- External Procurement Units include, but are not limited to, buying organizations not located in the State of Louisiana, which, if located in the State, would qualify as a public procurement unit. This includes other jurisdictions included in Emergency Management Assistance Compact (EMAC) as described in La R.S. 29:733.

The current list of approved cooperating purchasing entities (including political subdivisions, quasi state agencies and external procurement units) is maintained and regularly updated on the OSP website at: <http://www.doa.la.gov/pages/osp/aboutus/approvedquasiunits.aspx> and may be used as a reference. This list does not include EMAC participants or other entities outside of Louisiana.

Bidders or contractors may prospectively choose to partially or entirely ‘opt-out’ of accommodating cooperative purchasing for such contract(s) by sending formal written notification of same to the Office of State Procurement. This notification should clearly specify which individual type(s) of cooperative purchasing entities the bidder/contractor is choosing to not allow to participate in contract cooperative purchasing. Any purchase orders received by the contract-holder from cooperative purchasing entities prior to the contract-holder’s opt-out notification to OSP must be honored in accordance with the contract.

The extent of participation (or non-participation) by any vendor in cooperative purchasing will not affect the award of any contract(s) resulting from this solicitation.

Any entity that is interested in using this contract must contact the Office of State Procurement. The State reserves the right of refusal to extend this contract to other agencies and use of this contract will require prior approval by the State.

Electronic Vendor Payment Solution:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

The above process shall not apply to payments issued by the Office of Risk Management's Third Party Administrator. Refer to **Attachment B – Specifications**, sections sixty-four (64) through seventy-two (72) and **Exhibit 8**, pages two (2) and three (3) for invoice and payment information when an insurance claim is involved.

Non-Exclusivity Clause:

This agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

Termination for Non-Appropriation of Funds:

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Increase/Decrease:

The above quantities are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the bid.

Insurance Requirements for Contractors:

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bidder's pricing.

A. Minimum Scope and Limits of Insurance

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability

- a. The State of Louisiana, its agencies, boards and commissions, officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (for ongoing work) AND CG 2037 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the State.
- b. The Contractor's insurance shall be primary as respects the State of Louisiana, its agencies, boards and commissions, officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the State shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the State of Louisiana, its agencies, boards and commissions, officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the State.

3. All Coverages

- a. All policies must be endorsed to require 30-day written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify the State of policy cancellations or reductions in limits.

- b. The acceptance of the completed work, payment, failure of the State to require proof of compliance, or the State's acceptance of a non-compliant Certificate of Insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the State for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the State of Louisiana, its agencies, boards and commissions, officers, agents, employees and volunteers.

D. Acceptability of Insurers

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. Verification of Coverage

- 1. Contractor shall furnish the State of Louisiana with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the State before work commences and upon any contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder shall be listed as follows:
State of Louisiana, its agencies, boards and commissions, officers, agents, employees and volunteers

C/O Office of Risk Management
PO Box 91106
Baton Rouge, LA 70821-9106
- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The State of Louisiana reserves the right to request complete certified copies of all required insurance policies at any time.
- 4. Upon failure of the Contractor to furnish, deliver and maintain such insurance, this contract, at the election of the State of Louisiana, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required

insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The State reserves the right to request copies of subcontractor's Certificates at any time.

G. Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. Indemnification/Hold Harmless Agreement

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

I. Purpose of the Bid

The purpose of this solicitation is to establish a contract for Statewide Emergency Remediation Services. The contract will permit State Agencies, Quasi Agencies and other Political Subdivisions authorized by law, to purchase in the event of an emergency and in accordance with the laws of the State of Louisiana.

Contract lines are subject to all “Standard and Contingency” terms and conditions. In the event that there is a conflict between the above, the order of precedence used in resolution will be as follows:

1. Contingency Terms and Conditions
2. Standard Terms and Conditions

Contingency Terms and Conditions

1. **Documents:** Documents including questionnaire, literature and/or specifications must be submitted upon request; if requested, these documents must be submitted within five (5) business days of written request.
2. **Contract Alternatives:** State Agencies, Quasi Agencies and other Political Subdivisions authorized by law are advised to use this contract in times of a declared emergency. Entities should carefully consider other contract alternatives, if time permits to determine the contract method that best serves the needs of the State. The emergency contingency contracts are intended to complement, not replace, existing contracts.
3. **FEMA Reimbursement Rate Method:** At times of declared emergency, the Federal Emergency Management Agency (FEMA) may approve reimbursement rates for contractors providing products and services to state and local governments. In the event FEMA establishes such rates, the state and contractor agree to accept the lesser of either the contract price or FEMA rates which are in effect for the period of the emergency.
4. **Invoice Support:** In order to facilitate payment of invoices vendors are to:
 - Secure evidence of delivery which should include the printed name and signature of the contact person. Produce, upon request, bills of lading, driver logs, and trip sheets to verify invoices.
 - Reference the purchase order number in the invoice; vendors should also include contract numbers and commodity descriptions.
 - Provide all other support documents as discussed in Attachment B – Specifications and Exhibit 8.

Failure to comply will cause a delay in payment.

5. **Usage Reporting Requirements:** Successful vendor is to keep a record of all orders issued against this contract during the contract period. Approximately four (4) months prior to the end of the contract period, the vendor is to be prepared to submit to the Office of State Procurement a contract usage report.

The specific usage report content, scope, and format requirements is available on the Office of State Procurement website under Purchasing/Vendor Center/Vendor Forms: <http://www.doa.la.gov/pages/osp/vendorcenter/forms/index.aspx>. In addition, the person's name who compiles the report and their contact information shall be provided. The Office of State Procurement reserves the right to request copies of any purchase order issued against the contract.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by the Office of State Procurement.

6. **Training (if applicable):** Successful vendor may be required to attend any training or orientation required by the State at no additional cost to the State.
7. **Vendors Availability:** The Vendor must be available twenty-four (24) hours a day, seven (7) days a week, including weekends and holidays for requested remediation services.
8. **Contact Information:** State the name(s) and the telephone number(s) of the contact people who will be responsible for administering this contract for your company.

Emergency Contact Information – please print

Name: _____

Phone #: _____

Cell Phone #: _____

Email Address: _____

Name: _____

Phone #: _____

Cell Phone #: _____

Email Address: _____

Name: _____

Phone #: _____

Cell Phone #: _____

Email Address: _____

Name: _____

Phone #: _____

Cell Phone #: _____

Email Address: _____